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AGREEMENT BETWEEN

(ACRTA) LIMA/ALLEN COUNTY REGIONAL TRANSIT AUTHORITY

AND

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES OHIO COUNCIL 8 AND LOCAL 1770-D AFL-CIO

EFFECTIVE
JULY 8th, 2015 THROUGH ~~JULY 17th, 2018~~ JULY 7, 2016 DB SK

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PREAMBLE

This Agreement entered into by the Lima Allen County Regional Transit Authority, Allen County, Ohio, hereinafter referred to as the "Authority" or "Employer," and Local 1770-D , American Federation of State, County and Municipal Employees, AFL-CIO, and Ohio Council 8, AFSCME, hereinafter referred to as the "Union," has as its purpose the mutual satisfactory relationship between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences which may arise; and the establishment of rates of pay, hours of work, and those other items mutually agreed upon.

Article 1

PLEDGE AGAINST DISCRIMINATION

A. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, disability, national origin, job classification, political opinions or affiliation.

B. All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

Article 2

UNION RECOGNITION

A. The Allen County Regional Transit Authority (ACRTA) recognizes AFSCME as the sole and exclusive bargaining agent for all permanent full-time and all permanent part-time employees of the Employer, as hereinafter defined, for the purpose of collective bargaining with respect to rates of pay, hours of employment, and other terms and conditions of employment. Except as hereinafter limited, the terms "employee" or "employees" as used herein shall apply to persons who are employed in the following classifications: all full-time and part-time Bus Drivers/Para-transit Operators, Bus Fuelers/Hoppers, Bus Washers, Maintenance Technicians, and Mechanics.

B. Except as hereinafter limited, the terms "employee" or "employees" as used herein shall exclude all other employees of the Allen County Regional Authority, including: all confidential employees, managerial level employees, and supervisors as defined in the Ohio Public Employees Collective Bargaining Act; all seasonal and casual employees as defined by the Employer; including: Administrative Assistant, Dispatcher, Executive Director, Financial Director, Maintenance Director, Marketing Liaison, Mobility and Operations Director, Operations Supervisor, and Street Supervisor.

C. Fair Share Fee

1. All employees who do not become members in good standing of the Union shall pay a fair share fee to the Union effective sixty (60) days from the employee's date of hire as a condition of employment.

2. The fair share amount shall be certified to the Employer by the Treasurer of the Local Union.

3. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction.

4. Payment to the Union of fair share fees shall be made in accordance with the regular dues deducted as provided herein.

5. The Union agrees to hold harmless the Employer against any and all claims which may arise in the Employer's implementation and administration of the fair share provisions.

D. The Employer and the Union agree that membership in the Union shall not be compulsory. The Union agrees that neither it nor any of its officers or members will intimidate or coerce employees with respect to becoming or remaining members of the Union. The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or its representatives against any legal employee activity or employees acting in an official capacity on behalf of the Union.

E. If the Employer changes the title of or reclassifies a bargaining unit job, or creates a new job classification which the Union believes should be in the bargaining unit, the Employer, upon request of the Union, shall discuss with the Union whether or not the job shall be included in the bargaining unit. If the parties do not agree on inclusion or exclusion of the job, the Union may file a written demand for arbitration with the Employer within ten (10) days of the discussion between the parties. The demand shall be arbitrated under the terms of the last Level of the grievance procedure. The arbitrator shall determine the inclusion or exclusion of the job from the unit based upon the definitions of O.R.C. §4117.01 and criteria of O.R.C. §4117.06.

Article 3

UNION SECURITY

A. The Employer shall deduct Union membership dues in Local 1770-D, Ohio Council 8, AFSCME, once each month from the pay of any employee who has signed an authorized card for such deductions. The signed payroll deduction forms must be presented to the Employer by the employee or an officer of the Local Union. The Union shall inform the Employer of the amounts to be deducted under this Article. All sums deducted shall be forwarded to the Local Union Officers, as designated by the Union, within twenty (20) days after the deductions are made.

Upon receipt of the proper authorization, the Employer will deduct Union dues during the next authorized dues deduction period and each month thereafter until such authorization is revoked by a signed statement, signed and presented by the employee.

1. The Employer agrees to remit to the Secretary-Treasurer of the local union or the Comptroller, AFSCME Ohio Council 8, 6800 N. High Street, Worthington, Ohio 43085, of the union, dues, initiation fees, service charges, and uniform assessments so deducted from the paychecks of the employees covered herein before the fifteenth (15th) day of that month.

2. Two lists will accompany each remittance of check off monies:
   (1) An alphabetical list of the name, social security number and current address of employees for whom a deduction was made and the amount of the deduction.
   (2) An alphabetical list of the name, social security number *(last four digits only)* and current address of employees who were dropped from the previous check off list and the reason each was dropped.

B. It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of a deduction unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that Union dues will normally be made. Payroll deduction of dues shall be authorized for the exclusive bargaining agent only, and no other organization attempting to represent the employees within the bargaining unit as herein determined.

Article 4

UNION REPRESENTATION

A. International Union or AFSCME Council 8 representatives will be recognized by the Employer as Union representatives and shall, with due advance notice, be permitted access to the Employer's

premises.

B. Stewards

1. The Union must submit in writing the names of stewards to the Employer or his/her designated representative. Changes in stewards will be treated in the same manner. No steward shall be permitted to function as such until the Employer has been presented with written notice of the steward by the Local Union.

2. The Union shall provide to the Employer or his/her designated representative an official roster of its officers and representatives which is to be kept current at all times and to include the following:

   a. Name
   b. Address
   c. Home telephone number
   d. Immediate supervisor
   e. Union office held

C. The Employer shall recognize one (1) Union Representative per shift for the Operations Department and one (1) for the Maintenance Department. That Union Representative may be either a Local Union Officer or steward.

D. Union Business

1. The Employer agrees that during down time, and subject to operational needs, Union stewards, the Local president, and representatives shall be allowed to:

   a. Attend negotiating meetings with management.

   b. Consult with the Employer or his/her representatives concerning the enforcement of any provision of this Agreement.

   The Employer agrees that the Union representatives may post notices on bulletin boards designated for Union use, distribute Union literature and solicit Union membership in work areas before the start of and at the completion of the day's work, and during lunch or break time.

   c. Investigate and process grievances.

2. Rules governing activity by Union representatives during their scheduled work hours are as follows:

Each Union representative must obtain, in advance, authorization of his/her immediate supervisor before beginning Union activities.

a. Release time may be denied based on operational needs.

b. Each Union representative shall identify the reason for the request at the time Union activity is requested. Such activity shall not generate overtime.

c. Union representative shall not conduct Union activities in any work area without notifying the supervisor in charge of that area of the nature of the Union activity.

d. Every Union representative shall cease their Union activities immediately upon the reasonable order of the supervisor of the area in which the Union activity is being conducted or upon the reasonable order of that Union representative's immediate supervisor.

e. No Union representative shall be permitted time off the job for unauthorized Union activities.

f. Use of the above privileges shall be limited to reasonable frequency and duration, and will not be unreasonably denied.

g. The Employer shall provide bulletin boards, approximately two (2) feet by three (3) feet, for the Union in each department. The Union shall post meeting notices, bulletins, legislative reports, committee reports and other pertinent information relative to authorized Union activities on such boards. Nothing of an inflammatory or derogatory nature shall be posted on such bulletin boards.

h. In the interest of sound labor-management relations, unless mutually agreed otherwise, the Employer or his/her designee and other members of management shall meet with designated representatives of the Union to discuss pending problems and to promote a more harmonious relationship between the Union and the Employer.

1. A monthly meeting, if requested, shall be held at a time mutually agreed upon.

2. The purpose of the labor-management meetings will be to adjust pending grievances and to discuss procedures for avoiding future grievances. In addition, the committee may discuss with the Employer other issues which would improve the relationship between the parties and help to build and maintain a climate of mutual understanding and respect in the solution of common problems.

Article 5

EMPLOYMENT INFORMATION

Each month, if there is a change, the Employer will provide to the Union President a copy of a personnel action status sheet, showing name, job classification, department and indicating the date of action of bargaining unit employees who were hired, promoted permanently or temporarily transferred, suspended, terminated, or resigned.

Article 6

EMPLOYEE PHYSICALS

The Employer shall allow, and pay for DOT/CDL physicals, as well as fitness for duty exams when required by the Employer, by the physician of employee's choice provided the physician is DOT certified. Payment shall be made via reimbursement with receipts required.

Article 7

EMPLOYEE PERSONNEL FILES

A. Each employee, with his/her Union steward, if he/she so desires, may inspect his/her personnel file maintained by the Employer or anyone representing the Employer. An employee shall receive a copy of a discipline before it is placed in his/her personnel file. If any bargaining unit employee disputes the accuracy or completeness of personnel information pertaining to him/her, he/she shall be permitted to include in his/her file, a statement of his/her position on the disputed information or a notation that he/she protests the accuracy or completeness of the information.

B. Materials placed in the employee's file must be identified and dated in such a manner that the author and the person placing the material in the file are known. Any material in the employee's personnel record which has not been signed by him/her, or a copy given to him/her, will not be used against him/her. The signing of any materials to be placed into an employee's personnel record, will not indicate an agreement by the employee as to the contents of the material, but does acknowledge he/she has seen it. This section shall not apply to records of verbal counseling.

C. An employee's record will be cleared of all same infractions if an employee goes a full twenty (24) months from the date that gave rise to the last charges without any disciplines on the same infraction, except that safety related infractions shall remain in the employee's record indefinitely.

The records shall be maintained as part of his/her employee records. This time frame will be extended for periods when the employee is in a non-work status for greater than fifteen (15) consecutive workdays.
Twelve (12) months after receiving a discipline, an employee may request that his discipline be removed, subject to review and approval by management, who shall consider the employee's total work record. Management's decision is not subject to the grievance procedure.

D. The Employer reserves the right to charge for reasonable copying fees and postage, if applicable.

Article 8

MANAGEMENT RIGHTS

Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to:

1. Hire, discharge, transfer, promote, suspend and discipline employees
2. Determine the number of persons required to be employed, laid off or discharged
3. Determine the qualifications of employees covered by this agreement
4. Determine the starting and quitting time and the number of hours to be worked by its employees
5. Make any and all rules and regulations
6. Determine the work assignments of its employees
7. Determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement
8. Determine the type of equipment used and the sequence of work processes
9. Determine the making of technological alterations by revising either process or equipment or both
10. Determine work standards and the quality and quantity of work to be produced
11. Select and locate buildings and other facilities
12. Establish, expand, transfer and/or consolidate work processes and facilities
13. Transfer or subcontract work
14. Consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes of work
15. Terminate or eliminate all or any part of its work or facilities

In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its workforce which the employer has not specifically abridged, deleted, granted or modified

by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

Article 9

PERFORMANCE OF BARGAINING UNIT WORK

Work customarily performed by employees in the Bargaining Union shall not be performed or transferred to other personnel, except under the following conditions:

A. In the event of an emergency;

B. Where qualified bargaining unit employees are not available after all overtime and call-in procedures have been utilized and exhausted; provided that a supervisor may operate a vehicle for up to three (3) hours while attempting to get a Bargaining Unit employee to perform the work;

C. Where other personnel are used to instruct or demonstrate proper methods or procedures of performing work operations; or

D. Where other personnel are used to inspect faulty equipment to determine the cause and method of correction.

Article 10

SUBCONTRACTING

The Employer can subcontract work provided such subcontracting does not directly result in the layoff of bargaining unit employees.
When management is considering subcontracting, the parties shall meet in advance for the Union's input prior to the decision to subcontract is made.

Article 11

JOB DESCRIPTIONS

All employees shall be provided with an accurate description of their job. Job descriptions shall be reviewed and updated as required. An employee's job duties shall be substantially in compliance with his job description. However, employees may be asked to perform duties outside of their job descriptions.
Updates of existing job descriptions shall be discussed through the Labor-Management meeting process.

Job duties will ultimately be determined by the Employer.

Article 12

SENIORITY

Seniority shall be an employee's uninterrupted length of service with the Employer. The seniority dates for those employees hired prior to the creation of the Bargaining Unit will be established by using their date of hire with the Allen County Regional Transit Authority. It is understood that only full-time employees shall have bidding rights.

A. Departmental Seniority
Seniority, as described in this section, applies to Article 15, Driver Shift Pick; Run Picks Procedures.
Departmental seniority begins the day an employee is awarded the job within the department. Departmental seniority shall be measured in calendar days of employment. A break in service shall occur upon promotion/lateral transfer/demotion to another department. An employee who returns to his/her former position will not constitute a break in service, provided he returns within 30 days.

B. In the event that any Bargaining Unit member is promoted into a management position he/she shall serve a six-month probationary period. During this probationary period, his/her Union position may be temporarily filled with an acting position at acting position pay. At six-months (or sooner) the employee may choose to return to his/her original position with only a loss of seniority for the period of time he is out of the Union. If the probationary period of the employee is extended beyond six-months, that employee's only option in returning to the union would be at the lowest available position within the bargaining unit and the employee would retain none of his/her previous Bargaining Unit seniority. Job bids would be noted to explain "acting" positions and "bump back" rights of the employees.

C. Starting dates of all new hires shall be reviewed promptly and seniority ties resolved by the date the Employer signs the approval to hire. In the event a tie still remains, the tie shall be broken by the last three (3) digits of the employees' social security numbers. The lower number shall be deemed first. In the event a tie still remains, the employees in question, along with a Union representative and a management representative, shall arrange a coin toss to break the tie.

D. Upon request, the Employer shall provide the Union with a copy of a current seniority list to the Chapter president. The Union may meet with the Employer to review the list whenever necessary to correct and/or review the same. The seniority list shall be made up by classification and shall contain in order of seniority the names and dates of hire of each employee.

E. Seniority shall be broken when an employee:

1. Quits or resigns;

2. Is properly terminated;

3. Fails to report for work when recalled from layoff within ten (10) calendar days from the date on which the Employer sends the employee notice by registered mail (to the employee's last known address as shown in the Employer's records) unless a satisfactory excuse is shown.

Article 13

GRIEVANCE PROCEDURE

A. Any complaint, grievance, or dispute arising under, or concerning the meaning, application, or compliance with the terms of this Agreement shall first be taken up for adjustment by a representative of the Employer and the employee and/or a representative of the Union. Any grievance shall be reduced to writing. The Employer and the Union shall meet at a time and place mutually agreed upon after the request by either party for such a meeting.

B. The following Grievance Procedure shall be followed in resolving disputes:

STEP ONE: Grievant will meet with Union Representative and Operations Supervisor within ten (10) business days after the Union Representative receives notice of an alleged violation or dispute. Management shall respond to the grievance in writing within ten (10) business days of the meeting.

STEP TWO: In failing to have the dispute or violation resolved in STEP ONE, grievant will meet with a representative of the Union and Executive Director within fifteen (15) business days after step one. Management shall respond to the grievance in writing within fifteen (15) business days of the meeting.

STEP THREE: If the parties cannot agree, the issue may then be referred by the Union to arbitration as provided for in this Section. Demand for arbitration shall be made within thirty (30) calendar days from the date of the Step 2 grievance meeting unless the parties mutually agree to extend said timeline.

C. Arbitration shall be by an arbitrator from the Federal Mediation and Conciliation Service (FMCS), and his or her decision shall be final and binding upon both parties. The Union shall request a panel of seven (7) arbitrators who are also certified by the National Academy of Arbitrators ("NAA") within Ohio. The party that has the burden

of proof shall have the first strike, and the parties shall then alternate striking arbitrator names until one is chosen. The Union and the Employer will each be responsible for one-half of the cost for such arbitration proceeding. All other expenses of the arbitration shall be assumed by the party incurring them. At the conclusion of the hearing, the arbitrator will issue a decision with any award in writing.

D. Any grievance, controversy, or dispute of claim not submitted according to the foregoing procedure shall be foreclosed for all contractual purposes.

E. Nothing contained herein shall preclude the earlier settlement of any grievance directly by agreement between the representative of the Company and the Union.

F. Time limits set in this article shall not include Saturdays, Sundays, or paid Holidays. Time limits may be extended by mutual agreement between the Union and the Company. Any request for extension shall not be unreasonably withheld or denied.

G. The arbitrator shall have no authority (i) to amend, modify, change, add to, subtract from, or ignore any provision of this Agreement, or impose on any party hereto a limitation or obligation not explicitly provided for in this Agreement, or to alter any wage rate or wage structure; or ii) to base any decision on any practice or custom which is inconsistent with any provision of this Agreement.

H. Upon mutual agreement, the parties may utilize the mediation process of the State Employment Relations Board (SERB) or the Federal Mediation and Conciliation Service (FMCS) to mediate the dispute prior to submitting to arbitration.

Article 14

Disciplinary Procedure

No employee who has completed his or her probationary period will be discharged or disciplined except for just cause.

Except for violations of a serious nature, and accidents, disciplinary action shall be issued as follows:

Step 1 - Written Warning

Step 2 - Written Warning: 1 (one) Day Suspension;

Step 3 - Written Warning 3 (3) three Day Suspension;

Step 4 - Written Warning 5 (5) Day Suspension;

Step 5 - Termination

Discipline for accidents shall be administered as follows:

Class A - No penalty
Class B - No penalty
Class C - No penalty
Class D - 1st offense (Documented written warning)
2nd offense (One day suspension, retrain, and defensive driving school required)
3rd offense (Three day suspension)
4th offense (Discharge from employment with ACRTA)

Class D1 - 1st offense (Documented verbal writing)
2nd offense (Written warning, retrain, and defensive driving school required)
3rd offense (One day suspension)
4th offense (Three day suspension)
5th offense (discharge from employment with ACRTA)

Class E - 1st offense (one day suspension, retrain, and defensive driving school required)
2nd offense (three day suspension)
3rd offense (discharge from employment with ACRTA)

Class F - 1st offense (Five day suspension, retrain, and defensive driving school required)
2nd offense (Discharge from employment with ACRTA)

Class D, E, and F accidents are all preventable accidents. Any three preventable accidents in a two-year period may bring about immediate termination of employment with the ACRTA.

Any Class E or F accident which involves personal injury or more than $2,500 in property damage may be just cause for immediate termination of employment with the ACRTA.

These codes are to be used as a guide. The discipline level imposed for any accident may be modified. Factors to be considered will include, but may not be limited to, the nature of the accident or accidents, employee's accident and work record, prior training and/or retraining, and previous disciplinary action.

C. Supervisors may counsel an employee prior to formal disciplinary process but such counselling shall be issued in private and documented.

D. No employee shall be terminated or suspended without pay without first being given the opportunity to respond to the charges through a pre-disciplinary meeting with the manager and a union representative. The timelines for issuance of discipline in paragraph F below shall not start running until the conclusion of such meeting.

Written Warnings may be appealed through the grievance procedure up to the Director's level. More severe discipline may be appealed through the grievance procedure up to an including binding arbitration.

F. The Employer shall not impose discipline for any offense unless such discipline is imposed within ten (10) business days following the time the Employer becomes aware of the alleged offense and completes any necessary investigation.

G. Written warnings shall remain in an employee's file and be relied on for future disciplinary actions in accordance with Article 7 (Personnel Files).

Article 15

DRIVER SHIFT PICK / RUN PICKS PROCEDURES

Three (3) Times per year (Jan-Dec) on the first Monday of Jan, June, Sept (DD School year) or at other time as determined by the Employer after consultation with the Union, the Employer shall put all full time (30 hours or more) bus routes up for bid for full time employees effective with the agreement of the Union Contract.

Partial picks will be used to cover vacancies between established picks if the vacancy occurs forty five (45) days or more before the next scheduled pick unless mutually agreed upon by the Union. Vacancies occurring less than forty -five (45) days before the next scheduled pick will be filled by vacancy fill drivers or the new full time drivers who did not have full time status at the time of the pick. The Employer reserves the right to deny an individual "pick" due to previously documented lack of skill and ability to perform the work on a particular route.

Bus route selection shall be implemented on the first Monday of each Run Pick scheduled.

The Run Pick Draft will be available for Drivers to view two weeks before the run pick start date.

Each Driver in Seniority order will have until the end of his/her shift to officially make their choice, if not the next seniority driver will make his/her choice and continue down the list.

If a CDL position become temporarily vacant, qualified part time drivers will be assigned to fill this vacant position, if part time drivers are not available then full time drivers by seniority order starting with the next most senior driver will be asked.

The Employer reserves the right to deny an individual "pick" due to lack of skill and ability. The Employer may not reassign a driver for arbitrary or capricious reasons.

Article 16

HOURS OF WORK

The regular work week will commence at 12:01 a.m. Sunday and will end 12:00 midnight the following Saturday.

Article 17

WORK RULES

The Employer and the Union agree that work rules shall be applied equally where work rules are appropriate.

Any additional work rules or procedures deemed necessary by the Employer to the efficient operation of the Allen County Regional Transit Authority shall be posted prominently on all bulletin boards for a period of five (5) work days before they become effective and shall be given in writing to all affected employees.

Upon the request of the Union, the Employer agrees to discuss changes in existing work rules or establishment of new work rules with the Union.

Each employee shall be given a copy of all applicable Employer policies, as adopted or revised.

The Union may grieve on the basis of the reasonableness of the work rules.

Article 18

LABOR MANAGEMENT MEETINGS

Labor-Management meetings shall be held upon request of either party to discuss pending problems and/or matters of mutual concern. Such meetings shall be convened when possible no later than five (5) workdays after the request to meet had been made and shall not interfere with operations or cause overtime. Requests shall be presented in writing.

The Union may have representatives from the affected department present, in addition to the Chapter Chairperson, Chief Steward, and the Union Staff Representative. Upon mutual agreement, additional representatives may attend.

Agreements reached through Labor-Management Meetings shall be implemented as quickly as possible by both parties.

The parties recognize that the Labor Management meeting process is not an extension of any required collective bargaining process.

Article 19

OVERTIME

A. Rate of Pay

An employee who works more than forty (40) hours in a work week shall be paid time and one half (1 ½) times their regular hourly rate for any time worked beyond the 40 hours. Only actual time worked shall count towards the 40 hour overtime threshold.

B. Distribution

When the need for additional work arises, the Employer shall first offer the work to employees who are immediately available (on-site) for whom it would not result in overtime. When it becomes necessary to call in employees for extra work, the Employer shall call employees who have signed up on monthly availability list. Such list shall be posted each month for overtime opportunities that arise the following month. If more than one employee on the list is available for a given piece of work, the most senior employee shall be selected.

Article 20

HOLIDAYS

A. All full-time employees of the bargaining unit who have completed probation shall be entitled to the following holidays:

1. New Year's Day
2. Memorial Day
3. July 4th
4. Labor Day
5 Thanksgiving Day
6 Christmas Day

B. Employees will receive holiday pay equivalent to the number of hours they would have normally worked if they had been scheduled to work, up to eight (8) hours, or if they were not scheduled to work on the holiday, they will receive pay based on the typical number of hours the employee works throughout the year.

C. Holiday hours will not be considered time worked when computing total hours of pay period.

D. Employees who call in sick the day before or after a holiday will not receive holiday pay unless a written doctor's excuse is presented to verify the need for the absence. On-call operators who refuse to work the day before or after a holiday when requested to do so will not receive holiday pay, and the refusal will be considered a missed day of work.

E. Requests for use of PTO either preceding or following a holiday may be granted one time each year per employee, providing such request does not create the need for overtime.

F. Any Bargaining Unit employee required to work on a holiday shall be paid at one and one half (1 and ½) his/her regular rate of pay in addition to holiday pay.

G. Part time employees will be entitled to holiday pay if scheduled hours are 25 weekly or more.

Article 21

CALL-IN PAY

Any employee who is called in to work outside of his/her scheduled work week, and who reports for work shall receive a minimum of two (2) hour's pay at his/her regular or overtime rate as applicable.

Article 22

WORKING ABOVE OR BELOW CLASSIFICATION

Any employee temporarily requested to work below his/her classification or pay rate shall receive his/her regular rate of pay. If working in a higher classification for a complete shift, an employee shall receive the higher rate of pay.

Article 23

LAYOFF PROCEDURE

SECTION 1.

When necessary to reduce the force of full-time employees, layoffs shall be in inverse order of classification seniority. Within a classification, part-time employees will be laid off before full-time employees, and full-time probationary employees will be laid off before full-time non-probationary employees.

SECTION 2. Layoff Notice/Order of Layoff

The Employer shall give the Union President and employee(s) written notice of their layoff at least seven (7) days before it takes effect.

SECTION 3. Recall Procedure

A. Names of employees laid off shall be placed on a recall list based upon total seniority and classification with a copy of said list to be provided to the Union. No employee shall be hired, promoted, or transferred in any bargaining unit classification by the Employer while full-time employees within the classification are on the recall list. Employees shall remain on the recall list for one (1) year from the effective date of layoff.

B. Recall notices shall be by a phone call and regular U.S. mail to the phone number/address of record with the Employer. The employee will have ten (10) work days to report to work.

C. Non Bargaining Unit employees cannot bump into the bargaining unit.

SECTION 4. Adjusted Seniority

Laid off employees who are reinstated in accordance with these provisions shall retain all previously accumulated seniority, but shall not earn seniority during the time period they were separated.

Article 24

CALAMITY DAYS

A. If employees are told to not report for work due to a Level 3 Snow Emergency, they shall receive their regular rate of pay for scheduled hours that they would have worked had there been no Level 3 Snow Emergency declared.

B. During Level 3 Snow Emergencies or other emergencies it shall be up to the sole discretion of the Employer as to whether the employees shall remain for the conclusion of the work day or whether such employees shall be released early. If employees are sent home, they shall receive their regular pay for all hours regularly assigned to work.

C. If notice of delay is not given by the Employer to the local media by 6:30 a.m. and a driver reports to work at the scheduled starting time and the bus routes are run that day, then the bus driver will be paid from regular starting time, and the time spent in delay status will be paid at regular rate of pay.

D. Payment for Calamity Days is limited to two (2) days per calendar year per employee.

Article 25

HAND TOOL REIMBURSEMENT

RTA purchased tools and equipment are not to be taken from RTA property for personal use. Each full-time non-probationary mechanic will be eligible for reimbursement of up to $300.00 per calendar year toward replacement of approved tools and equipment of their own to be used to perform their duties at the RTA. The mechanic will purchase the tools or equipment and present a receipt to the Employer for reimbursement up to $300.00 per calendar year. Any abuse of RTA's tools and equipment or another employee's tools and equipment will be considered destruction of company or personal property and could result in disciplinary action.

When a mechanic terminates his employment with the RTA, the tool reimbursement will be figured at $25.00 per month and any amount previously paid for that calendar year, not yet earned for that calendar year, will have to be repaid or will be deducted from the mechanic's last pay check from the RTA. For example, if a mechanic received the full $300.00 tool allowance in February and left employment at the end of June of that year, he would be required to return $150.00 of the tool allowance to the RTA.

Article 26

FUNERAL LEAVE

An employee shall be granted up to three (3) days funeral leave with pay, one of which shall be the date of the funeral, to arrange for and/or attend the funeral or memorial service of a member of the employee's immediate family. For the purpose of this section, an employee's immediate family shall include father, mother, spouse, brother, sister, child, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, step mother, step father, step-daughter, step-son, grandmother, or grandfather.

In the event of the death of the employee's immediate family, the employee upon giving notice, shall have the right to take up to an additional three (3) days PTO to supplement the paid funeral leave.

One day of PTO leave shall be granted to attend the funeral of an employee's aunt, uncle, niece, spouse's grandparent, step-brother or step-sister if such funeral occurs on a regular workday.

Proof of death shall be required when requesting leave under the article.

Article 27

LEAVE WITHOUT PAY

The Employer may grant a personal leave of absence, due to extenuating circumstances, to full-time and part-time employees who have completed at least six (6) months of continuous employment. A personal leave of absence is defined as a 30-calendar day period, agreed-upon and approved by the Employer. The company may also provide a non-FMLA medical leave absence to full-time and part-time employees who have completed at least 90 days of continuous employment. A medical leave of absence is defined as a 30 calendar day period, renewable in 30 calendar-day increments up to three (3) months, appropriately substantiated, and approved by the Employer.

Article 28

PROBATIONARY PERIODS

A. Probation

Each newly hired regular employee shall serve a probationary period of ninety (90) days. A probationary employee may be suspended or terminated by the Director at any time during the probationary period. The Director shall send a copy of the order suspending or terminating the employee to the Union President. The Union shall not have the right to represent the employee in a disciplinary matter until the employee has completed his original probationary period. However, in contractual matters the Union can represent him after sixty (60) completed calendar days of his original probationary period.

B. Probation Upon Change in Position

An employee who is awarded a change of position within the bargaining unit shall have a probationary period of sixty (60) actual work days in such position. During the last twenty (20) work days of such period the Director or designee, may return the employee to his or her position at his or her prior rate of pay for a performance reason(s) which is not arbitrary or capricious, and any reassignments or appointments made because of such promotion shall be reversed (and any new hire treated as a probationary termination). The Director or designee, shall give the employee and Union President written notice of his intention to demote the employee from the promotional position during probation, and give the employee (with Union representation) an opportunity to challenge or otherwise explain his or her position. The Union may file a grievance concerning such demotion.

Article 29

INSURANCE

A. Health Insurance

1. The parties recognize that the Employer does not currently offer Employer-sponsored health insurance benefits to employees. In the event the Employer chooses to offer coverage in the future, it will give the union notice and an opportunity to meet and confer regarding premium sharing prior to implementation.

Article 30

AFSCME CARE PLAN

The employer agrees to provide the AFSCME Care Plan for the life of this agreement as follows:

Hearing Aid Benefit
The cost of this plan shall be borne by the Employer, which shall be $.50 cents per employee per month for the life of this contract.

Article 31

WAGE RATES

Effective the first full pay period after contract ratification, Drivers and Mechanics will be paid a base wage rate of $15.01 which represents a 3% based increase.

Effective the first full pay period after contract ratification, Bus Washers/Fuelers will be paid a base wage rate of $13.98 which represents a 3% based increase.

Effective the first full pay period after contract ratification, Part time drivers with required CDL will be paid a base wage rate of $15.01 (13.98 without CDL) which represents a 3% based increase and no longevity will be included during part time status.

Effective the 2nd and 3rd contract year, this agreement shall be reopened solely as to wages (including longevity payments).

In addition to the base wage rates above, Full-time Bargaining Unit employees shall receive longevity payments in the amount of $.10 cents per hour after the 5th year of continuous, full-time service; $.20 cents per hour after the 10th year; $.30 cents after the 15th year; $.40 after the 20th year; $.50 after 25th year.

Article 32

PAID TIME OFF

6 months to 3 years of service	8 days
3 to 5 years of service	13 days
5 or more years of service	18 days

Article 33

PEOPLE CHECK OFF

The Employer will deduct voluntary contributions to the American Federation of State, County and Municipal Employee International Union's Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee from the pay of an employee upon receipt from the Union of an individual written authorization card voluntarily executed by the employee.

The contribution amount will be certified to the Employer by the Union. Monies deducted shall be remitted to the Union within ten (10) days of the date they are deducted. Payment shall be made to the Treasurer of PEOPLE and transmitted to AFSCME, AFL-CIO, P.O. Box 65334, Washington, D.C., 20035. The payment will be accompanied by an alphabetical list of the names of those employees for whom a deduction was made and the amount of the deduction. This list must be separate from the list of employees who had Union dues deducted and the list of employees who had fair share fees deducted.

An employee shall have the right to revoke such authorization by giving written notice to the Employer and the Union at any time.

The Employer's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment of transfer to a job classification outside the bargaining unit.

All PEOPLE contributions shall be made as a deduction separate from the dues and fair share fee deductions.

Article 34

SAVINGS CLAUSE

This agreement is subject to all applicable Federal and State laws as set forth in R. C. Section 4117.10. Should any part of this agreement be rendered or declared invalid by a court of final and competent jurisdiction, said declaration will not affect the validity of the surviving provisions of this agreement, which shall continue in effect for the duration of the agreement. Upon written request by either party, the parties shall meet at mutually agreeable times to modify any invalid provisions through good faith negotiations.

Article 35

SUCCESSOR CLAUSE

A. The provisions of this Agreement shall be binding upon the Employer and its successors, assigns, or future purchasers; and all of the terms and obligations herein contained shall not be affected or changed in any respect by consolidation, merger, sale, transfer, or assignment by any Employer or any or all of its property, or affected or changed in any respect by any change in legal status, ownership or management. This Agreement shall cover all future locations which the Employer may operate during the term of this Agreement or any extension thereof, or any transfer of operations from the existing location, or any subcontract of work covered or performed by employees in the existing location.

B. This provision shall be of no force and effect if invalidated by law or legislative action. This provision shall not apply to any transfer of operations, discontinuance of operations, sale of assets, or similar action by the Employer which is mandated by law, nor will it apply to the discontinuance of part or all of the Employer's operations and the initiation or continuance of such operations or programs by another governmental entity, such as a municipality, school district, or health department.

Article 36

NO STRIKE NO LOCKOUT

The Union does hereby affirm and agree that it will not either directly or indirectly call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work

stoppage, or other concerted interference with or the withholding of services from the Employer, during the term of this Agreement.
In addition, the Union shall cooperate at all times with the Employer in the continuation of its operation and services and shall actively discourage and attempt to prevent any violation of this article. If any violation of this article occurs, the Union shall immediately notify all employees that the strike, slowdown, work stoppage, or other concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the Union and order all employees to return to work immediately.

It is recognized by the parties that the Employer is responsible for the engaged in activities which are the basis of health and welfare of its citizens and that any violation of this article would give rise to irreparable damage to the Employer and the public at large.

It is further agreed that any violation of the above shall be automatic and sufficient grounds for immediate discharge or other disciplinary actions.

The Employer agrees that so long as this Agreement is in effect there shall be no lockouts. The closing down of the facility or any part thereof or curtailing any operations for business reasons shall not be construed as a lockout

Article 37

COMPLETE AGREEMENT

This Agreement comprises the total and entire Agreement pertaining to wages, rate of pay, hours of employment and other terms and conditions of employment with respect to the employees covered by this Agreement. There are no side agreements, oral agreements, or other agreements not encompassed herein. All past practices, whether written or oral, existing prior to the effective date of this Agreement are terminated as of the effective date of this Agreement.

No provisions or terms of this Agreement may be amended, modified, changed, altered or waived except by written document executed by the Company and the Union.

Article 38

DURATION OF AGREEMENT

This Agreement is effective 12:01 a.m. July 8th, 2015 July 7, 2016 and shall remain in full force and effect until its expiration at midnight, ~~July 7th, 2018~~ and year to year thereafter, unless either party, not less than one hundred and twenty (120) days prior to the expiration date of this agreement, gives notice to the other of its intent to negotiate or terminate, modify, or negotiate a successor agreement.

FOR THE EMPLOYER

Patricia Stein

FOR THE UNION

Date: 10/28/15